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COMPANIES FORM No. 155(6)b

**Declaration by the directors
of a holding company in
relation to assistance for the
acquisition of shares****155(6)b**Please do not
write in this
margin

Pursuant to section 155(6) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number



2058177

Name of company

* HEALTHCALL MEDICAL (HOLDINGS) LIMITED

NotePlease read the notes
on page 3 before
completing this form.* insert full name
of companyI/We ~~SEE ANNEXURE 1~~§ insert name(s) and
address(es) of all
the directors† delete as
appropriate[the sole director] ~~[all the directors]~~† of the above company (hereinafter called 'this company') do
solemnly and sincerely declare that:§ delete whichever
is inappropriate

The business of this company is:

(a) ~~that of a recognised bank licensed institution within the meaning of the Banking Act 1979~~§(b) ~~that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on
insurance business in the United Kingdom~~§

(c) something other than the above§

This company is [the] ~~[a]~~ holding company of* Healthcall Scotland Limited

(the "Charging Company") which is

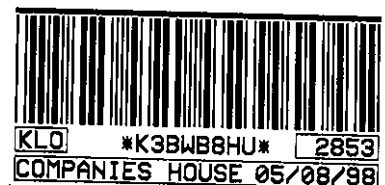
proposing to give financial assistance in connection with the acquisition of shares

in ~~this company~~ [Healthcall Group Limited

the holding company of this company.]†

Presentor's name address and
reference (if any) :Travers Smith Braithwaite
10 Snow Hill
London
EC1A 2ALDX 79 London/City
JXW/673225For official Use
General Section

Post room



The assistance is for the purpose of ~~(that acquisition)~~ [reducing or discharging a liability incurred for the purpose of that acquisition].† (note 1)

Please do not
write in this
margin

Please complete
legibly, preferably
in black type, or
bold block
lettering

The number and class of the shares acquired or to be acquired is: SEE ANNEXURE 2

The assistance is to be given to: (note 2) HCMS Limited - Company Number: 3446369 whose
registered office is Carmelite, 50 Victoria Embankment, Blackfriars, London
EC4Y 0DX

The assistance will take the form of:

SEE ANNEXURE 3

The person who [has acquired] ~~[will acquire]~~† the shares is:

HCMS Limited

† delete as
appropriate

The principal terms on which the assistance will be given are:

SEE ANNEXURE 4

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced
by giving it is NIL

The amount of cash to be transferred to the person assisted is £ NIL

The value of any asset to be transferred to the person assisted is £ NIL

Please do not
write in this
margin

The date on which the assistance is to be given is SEE ANNEXURE 5 19 _____

Please complete
legibly, preferably
in black type, or
bold block lettering

~~X~~/We have formed the opinion, as regards this company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) ~~X~~/We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

* delete either (a) or
(b) as appropriate

(b) ~~It is intended to commence the winding up of this company within 12 months of that date, and X/we have formed the opinion that this company will be able to pay its debts in full within 12 months of the commencement of the winding up.*~~ (note 3)

And ~~X~~/we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 401 South Bow Central

Anten Kepnis, Bchw.

91K9 2PH

the 29th day of July

one thousand nine hundred and ninety eight.

before me [Signature]

~~A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.~~

Declarants to sign below

[Signature]

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

HEALTHCALL MEDICAL (HOLDINGS) LIMITED

ANNEXURE 1 TO FORM 155(6)B

Maurice David Henchey
Hemels Mead
Braughing
Nr Buntingford
Hertfordshire SG9 9ND

HEALTHCALL MEDICAL (HOLDINGS) LIMITED

ANNEXURE 2 TO FORM 155(6)B

55,669,944 ordinary shares of 5 pence each.

HEALTHCALL MEDICAL (HOLDINGS) LIMITED

ANNEXURE 3 TO FORM 155(6)B

The execution by the Charging Company of and the performance by the Charging Company of its obligations under each of the following documents:-

1. A supplemental deed (the "Supplemental Deed"), which is supplemental to a composite guarantee and debenture ("the Guarantee and Debenture") previously entered into by the Charging Company in favour of The Royal Bank of Scotland plc ("the Bank") (as security trustee for the Secured Parties as defined in the Guarantee and Debenture) to secure, inter alia, the obligations of HCMS Limited and certain of its subsidiaries to the Bank including those under or as contemplated by each of the Facilities Agreement and the Mezzanine Facilities Agreement;
2. an intra-group loan agreement (the "Loan Agreement") between HCMS Limited as borrower and the Charging Company (inter alia) as lender.

HEALTHCALL MEDICAL (HOLDINGS) LIMITED

ANNEXURE 4 TO FORM 155(6)B

A. The Charging Company will enter into the Supplemental Deed in order to vary the terms of the existing Guarantee and Debenture, so that, while the existing security taken under such document is presently taken to secure the working capital facility, the Supplemental Deed will operate to widen the nature of the obligations secured to include the sums lent under the acquisition term loan facility (a proportion of which was used to refinance the loan facility made available on 21 December 1989 to Healthcall Group Limited by The Governor and Company of the Bank of Scotland which was used, in part, to finance the acquisition of the entire share capital of Healthcall Limited (previously Air Call (Holdings) Limited)). Upon doing so, the Charging Company will be assuming obligations in connection with the purchase of shares in its holding company, as follows:-

1. the Charging Company:-

- (a) covenants that it will pay to the Bank (as security trustee) all moneys and discharge all obligations and liabilities at the date of the Guarantee and Debenture or thereafter due, owing or incurred by it to the Secured Parties including, without limitation, all moneys, obligations and liabilities due, owing or incurred under or pursuant to the facilities agreement ("the Facilities Agreement") dated 16 February 1998 between the Bank as Arranger, Ancillary Facilities Bank, Hedge Counterparty and Agent, HCMS Limited and the Banks and financial institutions whose names are listed therein under which a £27,500,000 term loan facility and £3,000,000 working capital facilities were made available by the Bank; an ancillary facilities letter addressed to HCMS Limited from the Bank setting out further terms on which utilisation of such working capital facilities could be made by way of the issue of performance bonds, guarantees, letters of credit, overdraft and BACS facilities; the mezzanine facilities agreement ("Mezzanine Facilities Agreement") dated 16 February 1998 between the Mezzanine Parties as defined in the Facilities Agreement) and HCMS Limited under which a £7,500,000 term loan facility was made available by RBS Mezzanine Limited; any documents effecting interest rate swap and/or other hedging arrangements between HCMS Limited and the Bank; the Guarantee and Debenture and any other mortgages, charges, pledges, guarantees and other instruments from time to time entered into by any member of the group of companies of which HCMS Limited is the holding company by way of guarantee, other assurance and/or security in respect of amounts owed to the Bank under the Facilities Agreement; an Inter-Creditor Agreement between HCMS Limited, the Bank as Agent, Arranger, Ancillary Facilities Bank, Hedge Counterparty and Security Trustee and the Banks and financial institutions whose

names are listed therein; and a Subordination Deed between (among others) HCMS Limited, the Bank as security trustee and the Investors (all such documents being together referred to herein as "the Secured Documents"); and

(b) irrevocably and unconditionally guarantees:

- (i) the due performance by each of HCMS Limited and any other subsidiary of HCMS Limited (if any) which accedes to the Guarantee and Debenture under the terms thereof of all its obligations under or pursuant to the Secured Documents to which it is a party; and
- (ii) the payment of all moneys and discharge of all liabilities at the date of the Guarantee and Debenture or thereafter due, owing or incurred to the Secured Parties or any of them including, without limitation, all moneys, obligations and liabilities due, owing or incurred under or pursuant to the Secured Documents by each other Charging Company and by any other present or future subsidiary of HCMS Limited or of any other Charging Company (except any obligations or liabilities of such Charging Company or subsidiary as guarantor for the Charging Company concerned),

in each case when the same become due for payment or discharge whether by acceleration or otherwise, and whether such moneys, obligations or liabilities are express or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to the Secured Parties or any of them or purchased or otherwise acquired by any of them; denominated in sterling or in any other currency, or incurred on any banking account or in any other manner whatsoever.

In the case of the guarantee described in paragraph A1(b), if for any reason any such person fails to discharge any such obligation or liability or to pay any such moneys, each Charging Company (other than such person) shall immediately on demand by the Bank discharge such obligation or liability or, as the case may be, pay such moneys to the Bank.

- (c) As a separate and independent stipulation, the Charging Company irrevocably and unconditionally agrees under the Guarantee and Debenture that if any purported obligation or liability of any other Charging Company which would have been the subject of the guarantee described in paragraph A1(b) had it been valid and enforceable is not or ceases to be valid or enforceable against such other Charging Company on any ground whatsoever whether or not known to the Secured Parties or any of them (including, without limitation, any irregular exercise or absence of any corporate power or lack of authority of, or breach of duty by, any person purporting to act

on behalf of such other Charging Company or any legal or other limitation, whether under the limitation acts or otherwise, any disability or incapacity or any change in the constitution of such other Charging Company) it shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and it were a principal debtor in respect thereof. The Charging Company under the Guarantee and Debenture irrevocably and unconditionally agrees with the Bank (as trustee for the other Secured Parties) to indemnify and keep indemnified the Secured Parties against any loss or liability arising from any failure of any other Charging Company to perform or discharge any such purported obligation or liability or from any invalidity or unenforceability of any of the same against such other Charging Company.

2. The Charging Company, with full title guarantee, charges to the Bank by way of first floating charge as a continuing security for the payment and discharge of the moneys, obligations and liabilities described in paragraph A1 above its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future ("the Charged Assets").
3. The Charging Company agrees if and when at any time required by the Bank to execute such further encumbrances and assurances in favour of or for the benefit of the Bank and the other Secured Parties and to do all such acts and things as the Bank shall from time to time (acting reasonably) require over or in relation to all or any of the Charged Assets to secure the moneys, obligations and liabilities described in paragraph A1 above or to perfect or protect the Bank's security over the Charged Assets or any part thereof or to facilitate the realisation of the same.

B. The Charging Company will, together with certain other subsidiaries of HCMS Limited (as lenders), enter into the Loan Agreement with HCMS Limited (as borrower) in which such subsidiaries as lenders (including the Charging Company) together agree to make available to HCMS Limited a loan facility of up to £38,000,000 for the period from the date of the Agreement until the Final Repayment Date under the Mezzanine Agreement.

HEALTHCALL MEDICAL (HOLDINGS) LIMITED

ANNEXURE 5 TO FORM 155(6)B

the date hereof or within 8 weeks of the date hereof



KPMG Audit Plc
2 Cornwall Street
Birmingham
B3 2DL
United Kingdom

Tel +44 (0) 121 232 3000
Fax +44 (0) 121 232 3500
DX 709850 Birmingham 26

The Directors
Healthcall Medical (Holdings) Limited
401 South Row
Central Milton Keynes
MK9 2PH

Our ref mth/5/ct/njj/189

29 July 1998

Dear Sirs

Auditors' report to the directors of Healthcall Medical (Holdings) Limited ("the Company") pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors dated 29 July 1998 in connection with the proposal that Healthcall Scotland Limited, of which the Company is a holding company, should give financial assistance for the purchase of all of Healthcall Group Limited's ordinary shares. We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully

KPMG Audit Plc
Chartered Accountants
Registered Auditor

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Chartered Accountants

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